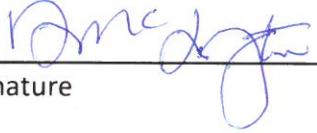


**Town of Paradise**  
**Alternative Program Debris Removal**  
**Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	65,000
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	91,500
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	59,000
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	31,400
Site 5 – Residence, 5733 Pentz Road (2,189)	55,500
TOTAL	\$ 302,400

\*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

**Submitted by:**

  
 Signature

March 5, 2019  
 Date

**Business Name/Address/Phone Number:**

Business Name: **Staley-McIntyre, Inc.**

Address: **6090 Keeble Ln, Camino CA 95709**

Telephone Number: **310-707-1757**

# Bidder's Bond

## Alternative Program Debris Removal Contract No. 19-05

We, Staley-McIntyre, Inc., as Principal, and RLI Insurance Company, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

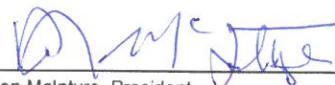
WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

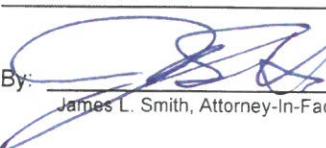
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 4, 2019

Staley-McIntyre, Inc.

By:   
Don McIntyre, President

RLI Insurance Company

By:   
James L. Smith, Attorney-In-Fact



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

*Know All Men by These Presents:*

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

James L. Smith, Julie Brewer, Will Mingram, jointly or severally

in the City of Glendale, State of Arizona its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 5th day of July, 2018.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis

Vice President

State of Illinois  
County of Peoria  
} SS

## CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of March, 2019.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson  
Jean M. Stephenson

Corporate Secretary



By: Gretchen L. Johnigk  
Gretchen L. Johnigk  
Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On May 4, 2019 before me, Jessica Bell

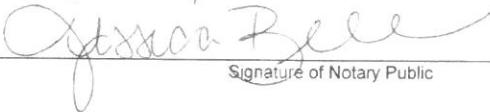
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James L. Smith

Name(s) of Signer(s)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: May 4, 2019

Number of Pages: 2

Signer(s) Other Than Named Above: None

## Capacity(ies) Claimed by Signer(s)

Signer's Name: James L. Smith

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:

RLI Insurance Company



Signer Is Representing:

ADDENDUM NO. 1

Alternative Program Debris Removal

Contract 19-04

February 20, 2019

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

**Scope:**

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

**Acknowledgment:**

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Has the Town completed required asbestos site surveys for any of the project locations?

**ANSWER 1:** No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

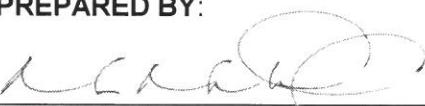
=====

**BIDDER:**

Staley-McIntyre, Inc.  
NAME  
6090 Keeble Ln., Camino CA 95709  
ADDRESS 1

ADDRESS 2  
John Osgood  
SIGNATURE  
DATE  
March 5, 2019

**PREPARED BY:**

  
TOWN OF PARADISE  
2/20/2019  
DATE

**END OF ADDENDUM**

**ADDENDUM NO. 2**

**Alternative Program Debris Removal**

**Contract 19-05**

**February 27, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

**Scope:**

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

**Acknowledgment:**

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there a planned job walk for the project?

**ANSWER 1:** No, however, contractors are allowed to inspect worksites during normal business hours.

**QUESTION 2:** Is there a bid, payment and performance bonds required for the project?

**ANSWER 2:** Yes, please see below and attached to this addendum.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

**1. Bidder's Bond:**

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

**2. Payment and Performance Bond:**

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

**BIDDER:**

**PREPARED BY:**

**Staley-McIntyre, Inc.**

NAME

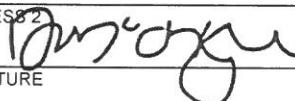
**6090 Keeble Ln., Camino CA 95709**

ADDRESS 1

TOWN OF PARADISE

DATE

ADDRESS 2



**March 5, 2019**

DATE

SIGNATURE

**END OF ADDENDUM (PLUS ATTACHMENTS)**

# Bidder's Bond

## Alternative Program Debris Removal Contract No. 19-05

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on \_\_\_\_\_

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

# Bond of Faithful Performance

## Alternative Program Debris Removal Contract No. 19-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, the Contractor in the contract hereto annexed, as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the Town of Paradise in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Alternative Program Debris Removal, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

---

Contractor

---

Surety

Approved as to form:

---

Town Attorney

Town of Paradise

# Payment Bond

**Alternative Program Debris Removal  
Contract No. 19-05  
(Section 3247, Civil Code)**

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the project work described as follows: Alternative Program Debris Removal.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for which payment we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: \_\_\_\_\_

Principal

\_\_\_\_\_  
By: \_\_\_\_\_

Attorney-in-Fact

**ADDENDUM NO. 3**

**Alternative Program Debris Removal**

**Contract 19-04**

**February 28, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

**Scope:**

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

**Acknowledgment:**

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there an Engineer's Estimate for the subject project?

**ANSWER 1:** Yes, \$300,000.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

**1. Schedule:**

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

**BIDDER:**

**Staley-McIntyre, Inc.**

NAME

**6090 Keeble Ln., Camino CA 95709**

ADDRESS 1

ADDRESS 2

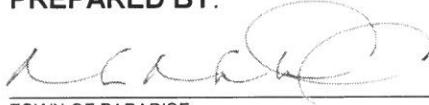


SIGNATURE

**March 5, 2015**

DATE

**PREPARED BY:**



TOWN OF PARADISE

**2/28/19**

DATE

**END OF ADDENDUM**

**Request for Proposals/Bids**  
**Town of Paradise**  
**Alternative Program Debris Removal**

All interested parties are invited to bid for the opportunity to contract for the performance of debris removal services under the Butte County Alternative Fire Debris Removal Program (Alternative Program) for several Town structures lost during the Camp Fire. Addresses and sizes for the subject sites are listed below:

<b>Priority</b>	<b>Site Description</b>	<b>Building Description</b>	<b>Address</b>	<b>Sq. Ft.</b>
1	Public Works Shop	Public Works Shop	933 American Way	1,600
2	Fire Station #3	Fire Station #3	1249 Wagstaff Road	3,230
3	RDA Building	Store Front	5456 Black Olive Drive	3,750
4	Quonset Hut	Quonset Hut	5656 Sierra Park Drive	1,120
5	RESIDENCE	RESIDENCE	5733 Pentz Road	2,189

These sites shall be cleaned according to the Alternative Program. More information on the Alternative Program can be found at <https://buttecountycovers.org/agencies/debris-removal/>.

The award of contract will be based on lowest responsible bid.

Bid packages are available through the Town of Paradise website at [www.townofparadise.com](http://www.townofparadise.com) or Public Works Department at 5555 Skyway, Paradise, CA. 95969. Bids will be received at Town of Paradise, Office of the Town Clerk, 5555 Skyway, Paradise, CA 95969, until **1:00 PM, (PDST), March 5, 2019.** The envelope enclosing the bid submittal shall be clearly marked "**Town of Paradise Alternative Fire Debris Removal Program Bid**", date and hour for opening of bids. Questions shall be directed to Marc Mattox at (530) 872-6291 x125.

The Town reserves the right to reject all bids and to waive non-material defects in bids.

---

Marc Mattox, Public Works Director

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on \_\_\_\_\_ by and between the Town of Paradise, a municipal corporation (“Town”) and \_\_\_\_\_ (“Contractor”).

### **RECITALS**

- A. Contractor is specially trained, experienced and competent to procure and complete Fire Debris Removal services which will be required by this Agreement; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Contractor to render services as set forth in this Agreement.

### **AGREEMENT**

#### **1 SCOPE OF SERVICES.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by Town at his/her own risk and expense. Services to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

##### **1.1 Town Obligations**

All data applicable to the project and in possession of the Town are to be made available to the Contractor.

##### **2 TIME OF PERFORMANCE.**

The services of Contractor shall commence immediately, and shall terminate upon full

project completion.

**3 COMPENSATION.**

Contractor's compensation for all services under this Agreement shall not exceed

\$ \_\_\_\_\_ and shall be in accordance with the charges set forth in Exhibit "B".

In no event shall Contractor's compensation exceed Costs and Fees set forth in Exhibit "B" without the prior approval of the Town Manager.

**4 METHOD OF PAYMENT.**

Contractor shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Contractor progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

**4.1 Retention of Payment**

When payments made by Town equal 95% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Contractor's services has been accepted by the Town.

**4.2 Cost Principles**

The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the

allowability of individual items of cost.

The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to State.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 4.3 Contingent Fee

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 4.4 Retention Of Records/Audit

4.4.a For the purpose of determining compliance with Public Contract Code Section

10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subContractors, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

## **5 LABOR COMPLIANCE**

The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's

attention is also directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

## **6 EXTRA WORK.**

At any time during the term of this Agreement, Town may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.

## **7 TERMINATION.**

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination,

Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.

**8 OWNERSHIP OF DOCUMENTS.**

All reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Contractor for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

**9 LICENSING OF INTELLECTUAL PROPERTY.**

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents and Data"). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

### 9.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Town's name, seal, or photographs relating to project for which Contractor's services are rendered, or participate in any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

### 9.2 Contractor's Books and Records.

9.2.a Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

**10 INDEPENDENT CONTRACTOR.**

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

**11 INTEREST OF CONTRACTOR.**

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because

Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

**12 PROFESSIONAL ABILITY OF CONTRACTOR.**

Town has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall have Skip Whaley manage and approve the work of all persons performing professional services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

**13 COMPLIANCE WITH LAWS.**

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**14 LICENSES.**

Contractor represents and warrants to Town that it has all licenses, permits, qualifications,

insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

## **15 INDEMNITY.**

Contractor agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

## **16 INSURANCE REQUIREMENTS.**

Contractor, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

## 17 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Marc Mattox  
Public Works Director  
Town of Paradise

5555 Skyway  
Paradise, CA 95969

If to Contractor: Chico Electric  
36 W. Eaton Road  
Chico, CA 95973

**18 ENTIRE AGREEMENT.**

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

**19 AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Contractor and Town and approved as to form by the Town Attorney.

**20 ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Contractor shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Contractor nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Subcontracts shall physically contain the provisions contained

in Federal Form 1273.

**21 WAIVER.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**22 SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**23 CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

**24 LITIGATION EXPENSES AND ATTORNEY'S FEES.**

If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**25 MEDIATION.**

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified

**26 MEDIATORS.**

The Town and Contractor shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

**27 EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**28 AUTHORITY TO ENTER AGREEMENT.**

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**29 PROHIBITED INTERESTS.**

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any

present or anticipated material benefit arising there from.

**30 EQUAL OPPORTUNITY EMPLOYMENT.**

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

TOWN OF PARADISE

“CONTRACTOR”

By: \_\_\_\_\_

Lauren Gill, Town Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Dwight L. Moore, Town Attorney

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ATTEST:

By: \_\_\_\_\_

Dina Volenski, Town Clerk

# Staley-McIntyre, Inc.

March 5, 2019

Butte County Environmental Health Division

Subject: RFP/RFB 1904 Alternate Program Bid Due 3/5/19

To Whom It May Concern:

Please note that although the Contractor State License Board website lists Staley-McIntyre as having an expired license, its license was renewed (please see attached copy stamped by CSLB on **February 13<sup>th</sup>**).

It is our understanding that due to a backlog, the website may not be updated for up to four weeks from our renewal. However, all requirements have been met, and we expect to see the update shortly.

Thank you for your consideration.

Respectfully submitted,

Don A. McIntyre  
President

**CONTRACTORS STATE LICENSE BOARD**

9821 Business Park Drive, Sacramento, California 95827  
Mailing Address: P.O. Box 26999, Sacramento, CA 95826  
800.321.CSLB (2752) | [www.csib.ca.gov](http://www.csib.ca.gov) | [CheckTheLicenseFirst.com](http://CheckTheLicenseFirst.com)

STATE OF CALIFORNIA

Governor Gavin Newsom

FOR OFFICE USE ONLY

**DELINQUENT  
RENEWAL APPLICATION****Your License Expired on May 31, 2018**Delinquent Renewal Fee: **ACTIVE FEE \$600.00 or INACTIVE FEE \$300.00**

This renewal is for the remainder of the renewal period ending 05/31/2020 (active) or 05/31/2022 (inactive). Since an acceptable renewal was not received before the license expired, you will have a break in licensing time.

**993052**VOLUNTARY CONTRIBUTION  Construction Management Education Account \$ \_\_\_\_\_

STALEY - MCINTYRE INC  
580 SILVER SPUR ROAD  
RANCHO PALOS VERDES, CA 90275

**READ THE ENCLOSED INSTRUCTIONS BEFORE PROCEEDING - USE BLACK OR BLUE INK TO COMPLETE FORM**

Business Phone Number: ( 310 ) 707-1757 Fax Number: ( 858 ) 777-5533

Business E-mail Address: jstaley@staley-mcintyre.com

Business Type: CORPORATION (Corporate #3657185)

Classification(s): A, B, C27, D49, HAZ

SECRETARY OF STATE'S RECORDS WILL BE CHECKED FOR ACTIVE STATUS PRIOR TO RENEWING THE LICENSE.  
Licensees cannot perform any construction activities while a license is suspended, inactive or expired. This license is expired.

**Recertification of Workers' Compensation Compliance****Must check correct statement:**

(  ) I/We do not employ any person in any manner subject to the Workers' Compensation laws of California and are not otherwise required to provide for workers' compensation insurance coverage under California law. I/We understand that, upon employing anyone in a manner that is subject to the Workers' Compensation laws of the State of California, the claim of exemption executed under this recertification will no longer be valid and that a Certificate of Workers' Compensation Insurance must be submitted to the Contractors State License Board.

(  ) I/We currently hold an active license and hire employees. I/We have submitted a current and valid Certificate of Workers' Compensation Insurance or Certificate of Self-Insurance to the Contractors State License Board.

**NOTE: Your renewal cannot be accepted and will be rejected if proof of workers' compensation coverage is not on file with CSLB.****Print or Type Address Changes Here**

New Business Mailing Address	Number / Street or P.O. Box 6090 Keeble Ln	City Camino	State CA	ZIP Code 95709
<b>If the business mailing address is a PO Box or PMB, you must also provide the physical street address</b>				
Business Physical Street Address	Number / Street	City	State	ZIP Code

**YOU MUST COMPLETE THE REVERSE SIDE.  
PARTIAL APPLICATIONS WILL NOT BE ACCEPTED.**PRINT DATE: 02/13/2019 B  
13R-1 (Revised 01/2019)

\*RENEWAL\*



993052\*

## REQUIRED SIGNATURES

ALL QUALIFIERS AND AN OFFICER CURRENTLY LISTED ON CSLB'S RECORDS  
MUST SIGN

Qualifiers include Responsible Managing Officers and Responsible Managing Employees

This application cannot be used to add or remove license personnel, or to change the title of license personnel.

Personnel on License # 993052

DONALD ALLEN MC INTYRE

Title(s)

RESPONSIBLE MANAGING OFFICER/CHIEFEXECUTIVE OFFICER/PRESIDENT

### **THE FOLLOWING CERTIFICATION MUST BE COMPLETED WHETHER RENEWING AS ACTIVE OR INACTIVE**

I/we certify under penalty of perjury under the laws of the State of California that all statements, answers, and representations made in this renewal application, including all supplementary statements attached hereto, are true and accurate, and that I/we have reviewed the entire contents of this renewal application. (The definition of "perjury" is telling a lie while under oath.) I/We acknowledge that, for sole proprietors and partnerships, the law allows the State Board of Equalization and the Franchise Tax Board to share taxpayer information with CSLB. In addition, if I am a qualifier and the license is being renewed as active, I certify that I am performing one or more of the duties specified in CCR section 823 (see "Duties and Responsibilities of a Qualifying Individual" on additional information).

The date and print name(s) must be typed or in ink. The signature(s) must be in black or blue ink.

Signature 	Print Name _____	President	Date <u>2/13/2019</u>
Signature _____	Print Name _____	_____	Date _____
Signature _____	Print Name _____	_____	Date _____
Signature _____	Print Name _____	_____	Date _____
Signature _____	Print Name _____	_____	Date _____
Signature _____	Print Name _____	_____	Date _____
Signature _____	Print Name _____	_____	Date _____

THIS RENEWAL APPLICATION IS A LEGAL DOCUMENT. YOU MUST SIGN YOUR FULL LEGAL NAME.  
FALSIFICATION OF ANY APPLICATION IS CAUSE FOR DISCIPLINARY ACTION

**IMPORTANT:** It may take 4 weeks to process the renewal after it is received at CSLB headquarters.  
Timely submission of your renewal is strongly recommended.